



Attorney Docket No. 23265-011

**COMBINED DECLARATION AND POWER OF ATTORNEY
FOR PATENT APPLICATION**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am an original, first and joint inventor of the subject matter (an original, first and joint inventor) which is claimed and for which a utility patent is sought on the invention entitled:

SYSTEM AND METHOD FOR DYNAMIC MANAGEMENT OF BUSINESS PROCESSES

the specification of which:

was filed on March 21, 2001 as United States non-provisional application U.S.S.N. 09/814,315, bearing Attorney Docket No. 23265-011.

is attached hereto.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, §119(a)-(d) or §365(b) of any foreign application(s) for patent or inventor's certificate, or §365(a) of any PCT International application designating at least one country other than the United States listed below and have also identified below any foreign application for patent or inventor's certificate or PCT International application having a filing date before that of the application on which priority is claimed.

I hereby claim the benefit under Title 35, United States Code, § 119(e) or §120 of any United States application(s), or §365(c) of any PCT International application(s) designating the United States of America listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56 which became available between the filing date of the prior application and the national or PCT International filing date of this application:

Application No. (U.S.S.N.)	Filing Date (dd/mm/yy)	Status (Patented, Pending, Abandoned)
60/191,320	21/03/00	Pending

PCT International Applications designating the United States:

PCT International Application No.	PCT Filing Date	Status

I hereby appoint the following attorneys and/or agents to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

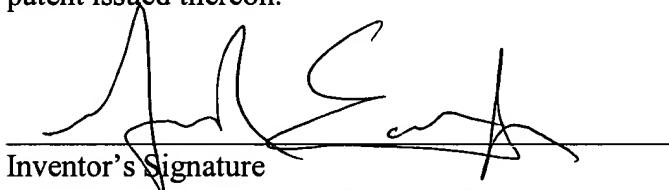
Attorney or Agent	Registration No.	Attorney or Agent	Registration No.
Kevin N. Ainsworth	39,586	Christina V. Karnakis	45,899
Ingrid A. Beattie	42,306	Robert V. Klauzinski	42,742
William Belanger	40,509	Kristin E. Konzak	44,848
Naomi Biswas	38,384	Cynthia Kozakiewicz	42,764
Duane Blake	47,279	Barry J. Marenberg	40,715
Yong Choi	43,324	William A. Marino	44,219
David F. Crosby	36,400	A. Jason Mirabito	28,161
Brett N. Dorny	35,860	Michel Morency	Limited Recognition
Marianne Downing	42,870	Bradley Olson	40,750
Ivor R. Elrifi	39,529	Carol H. Peters	45,010
Heidi A. Erlacher	45,409	David W. Poirier	43,007
Christina Gadiano	37,628	Michael Renaud	44,299
Richard Gervase	P-46,725	Brian Rosenbloom	41,276
John A. Harre	37,345	Robert J. Sayre	42,124
Brian P. Hopkins	42,669	Thomas M. Sullivan	39,392
Shane Hunter	41,858	Janine M. Susan	46,119
David E. Johnson	41,874	Howard Susser	33,556
Kris Kalidindi	41,461	Shelby J. Walker	45,192

all of MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO PC, One Financial Center, Boston, Massachusetts 02111, as Applicant's attorneys with full power of substitution and revocation to take any and all action necessary with regard to the above-identified patent.

Address all telephone calls to Marianne M. Downing, Esq. at telephone number 617/348-3053.
Address all correspondence to:

Marianne M. Downing, Esq.
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, Massachusetts 02111

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or patent issued thereon.


Inventor's Signature

Full Name of Inventor: Gordon Earle
Citizenship: United States
Residence: Sharon, MA
Post Office Address: 6 Ridge Road, Sharon MA

6/26/01

Date


Inventor's Signature

Full Name of Inventor: John Bastow
Citizenship: United States
Residence: Boston, MA
Post Office Address: Massachusetts Avenue, Boston MA

6/26/01

Date

TRADOCS:1452121.1(V4GP01!.DOC)

TRA 1452121v1

ASSIGNMENT

We, Gordon Earle of Sharon, MA and John Bastow of Boston, MA, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to Arrayworks.com, a Delaware corporation, with offices at 135 Wood Road, Braintree, MA 02184 and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

SYSTEM AND METHOD FOR DYNAMIC MANAGEMENT OF BUSINESS PROCESSES

filed with the U.S. Patent and Trademark Office on March 21, 2001 and assigned Serial No. 09/814,315 including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

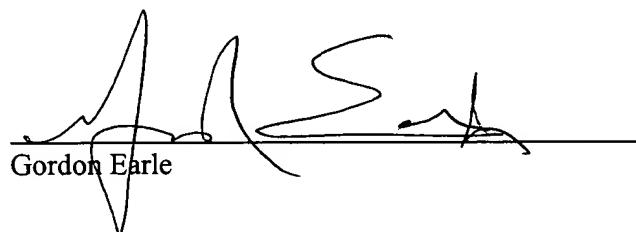
We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: 6/26/2001

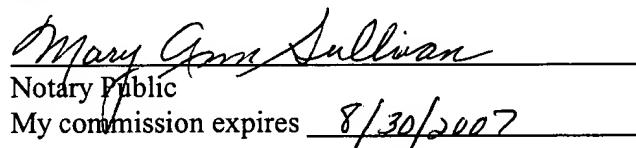


Gordon Earle

State of MA
Country of NORFOLK

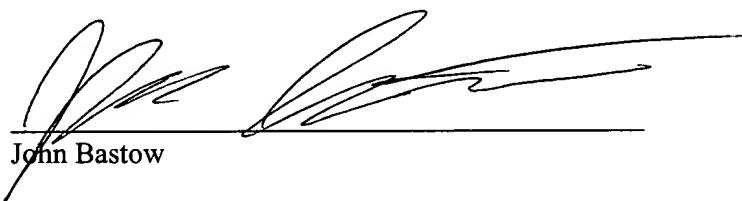
Subscribed and sworn to before me this 26th day of JUNE, 2001.

SEAL



Mary Ann Sullivan
Notary Public
My commission expires 8/30/2007

Date: 6/22/2001

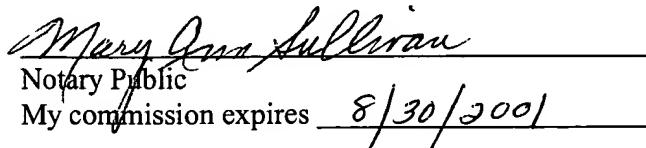


John Bastow

State of MA
Country of NORFOLK

Subscribed and sworn to before me this 26th day of JUNE, 2001.

SEAL



Mary Ann Sullivan
Notary Public
My commission expires 8/30/2001

TRA 1527002v1